

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

GLC ON-THE-GO, INC.,

Plaintiff,

v.

SENA KEAN SNF OPERATIONS LLC
D/B/A SENA KEAN NURSING AND
REHABILITATION CENTER; AND SENA
KEAN MANOR,

Defendants.

Civil Action No. 1:24-cv-127

ELECTRONICALLY FILED

COMPLAINT

AND NOW comes Plaintiff, GLC On-The-Go, Inc., by and through its undersigned counsel, and files the following Complaint against Defendants Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center; and Sena Kean Manor, averring as follows:

INTRODUCTION

1. This action is brought (i) to enforce a valid contractual agreement entered into by the Parties; (ii) to demand judgment against Defendants for amounts owed and due under and pursuant to the valid contract; and (iii) for an award to Plaintiff of interest, costs, attorneys' fees and other appropriate relief against Defendants.

PARTIES

2. Plaintiff, GLC On-The-Go, Inc. ("Plaintiff" or "GLC"), is a Florida corporation licensed to do business in the State of Florida, and is doing business at 55 Weston Road, Suite 300, Sunrise, Florida 33326.

3. Defendant, Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center is a Delaware limited liability company having its principal place of business at 17083 Route 6, Smethport, Pennsylvania 16749.

4. Defendant, Sena Kean Manor is licensed to do business in the Commonwealth of Pennsylvania and its principal place of business is 17083 Route 6, Smethport, Pennsylvania 16749.

5. Defendants Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center and Sena Kean Manor are hereinafter collectively referred to as “Defendants” or “Sena Kean.”

JURISDICTION AND VENUE

6. This Court has jurisdiction over this civil action under 28 U.S.C. § 1332 because this civil case arises between citizens of different states, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

7. This Court has personal jurisdiction over Defendant Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center because Defendant has the required minimum contacts with this forum to establish personal jurisdiction. Defendant (a) is registered to do business in Pennsylvania; (b) engages representatives in Pennsylvania; and (c) has at least one office location within the Commonwealth of Pennsylvania.

8. This Court has personal jurisdiction over Sena Kean Manor because Defendant has the required minimum contacts with this forum to establish personal jurisdiction. Defendant (a) is registered to do business in Pennsylvania; (b) engages representatives in Pennsylvania; and (c) has at least one office location within the Commonwealth of Pennsylvania.

9. Based on Defendants' contacts as described herein, it was wholly foreseeable that they would be haled into court in the United States District Court for the Western District of Pennsylvania.

10. Venue is proper in the United States District Court for the Western District of Pennsylvania under 28 U.S.C. § 1391 because: (a) the Defendants reside in, are citizens of and are domiciled in Western Pennsylvania; (b) this Court has personal jurisdiction over all parties; and (c) a substantial portion of the events giving rise to the claims asserted in this action occurred in this judicial district.

FACTUAL ALLEGATIONS

11. Defendants sought staffing services and qualified healthcare personnel ("Personnel") from GLC, and entered into Medical Staffing Agreements (the "Agreements"), the terms of which are set forth in the Agreements. A copy of the Agreements are attached hereto as Exhibit "A."

12. The Agreements were entered into and executed by Defendant Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center and/or Sean Kean Manor, who stated that they had a principal place of business at 17083 Route 6, Smethport, Pennsylvania 16749.

13. Therefore, upon information and belief, Defendant Sena Kean Manor sought and accepted personnel staffing services from GLC under the name of Sena Kean SNF Operations LLC d/b/a Sena Kean Nursing and Rehabilitation Center.

14. As such, both entities are listed as named Defendants and will collectively be referred to as "Defendants" or "Sena Kean."

COUNT I
Breach of Contract
(Plaintiff v. All Defendants)

15. Plaintiff incorporates by reference Paragraphs 1 through 14 of the Complaint as if fully set forth herein.

16. Defendants sought staffing services and qualified healthcare personnel (“Personnel”) from GLC, and entered into Medical Staffing Agreements, the terms of which are set forth in the Agreement. A copy of the Agreement is attached hereto as Exhibit “A.”

17. The Agreements are valid and binding contracts between Plaintiff and Defendants.

18. Pursuant to the terms of the Agreements, Plaintiff provided Defendants certain staffing services and Personnel to Defendants’ facility, namely Sena Kean Nursing and Rehabilitation Center and/or Sena Kean Manor (hereinafter referred to as the “Facility”).

19. Defendants received and accepted said staffing services and Personnel for service at the Facility.

20. Defendants agreed to pay GLC for charges and Personnel provided to Defendants by GLC pursuant to the terms of the Agreements.

21. The unpaid balance on Defendants’ account is \$1,075,520.25.

22. The Agreements also provide for administrative and/or late charges at the rate of 1.5% per month on the unpaid balance. *See* Exhibit A.

23. As of the date of this filing, the outstanding amount owed with fees and interest is \$1,110,575.13.

24. Fees and interest continue to accrue.

25. In addition, the Agreements require Defendants to pay GLC's reasonable attorneys' fees in the event of litigation caused by Defendants' breach of the Agreement. *See* Exhibit A.

26. Attorneys' fees continue to accrue.

27. GLC conferred with Defendants numerous times regarding amounts Defendants owe to GLC and made repeated demands for payment.

28. Notwithstanding GLC's repeated requests and demands for payment, Defendants have failed to pay the aforesaid balance and late charges in breach of the parties' Agreements and have thereby caused GLC to incur substantial damages.

29. All conditions precedent Defendants' payment obligation(s) have occurred.

30. As such, GLC demands judgment against Defendants in the amount of \$1,110,575.13 with continuing late charges thereon as set forth above. GLC also demands that its attorneys' fees and costs be paid by Defendants.

COUNT II
Unjust Enrichment
(Plaintiff v. All Defendants)

31. Plaintiff incorporates the allegations of Paragraphs 1 through 30 above herein by reference as though fully set forth herein.

32. As set forth above, GLC avers that the failure of Defendants to pay GLC constitutes a material breach of the Agreements.

33. In the alternative to a breach of the Agreements, GLC avers that it provided staffing services and qualified professional healthcare Personnel to Defendants and Defendants retained the benefit of such Personnel and services without paying GLC for the same.

34. Defendants knew that GLC expected to be paid for its staffing services.

35. It would be inequitable for Defendants to retain the benefit of GLC's services without adequately compensating GLC for the same.

36. As such, GLC demands judgment against Defendants in the amount of \$1,110,575.13, together with continuing fees, costs, interest, and such other relief as this Court deems appropriate.


REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court:

- a. Award judgment in Plaintiff's favor on all claims asserted;
- b. Award fees and interest accrued to date on the unpaid balance due under the contract;
- c. Award costs, expenses and attorney's fees incurred by Plaintiff in bringing this lawsuit to enforce its contractual rights; and
- d. Award such other relief as the Court deems to be just and proper.

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI, LLP



Dated: May 10, 2024

By: _____

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